

PredPol Predictive Policing SaaS Subscription Agreement

This Subscription Agreement ("Agreement") between PredPol, Inc., a California corporation, with offices at 2801 Mission Street, Suite 2803, Santa Cruz, CA 95060 ("PredPol") and City of Farmers Branch, a Police Department, with offices at 3723 Valley View Lane, Farmers Branch, TX 75244 ("Client"). This Agreement is effective when signed by both parties (the "Effective Date"). This Agreement governs Client's access to and use of the Services.

1. **Definitions.** (for terms that may appear either in this Agreement or in an attachment hereto)

- A) "Admin Account(s)" means the administrative account(s) provided to Client by PredPol for the purpose of administering the Services. The use of the Admin Account(s) requires a password, which PredPol will provide to Client.
- B) "Administrators" mean the Client-designated technical personnel who administer the Services to End Users on Client's behalf.
- C) "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.
- D) "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
- E) "Confidential Information" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Client Data is Client's Confidential Information. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party (e) or required to be disclosed by the Texas Public Information Act or other applicable law.
- F) "Client Data" means data, including crime data, provided, generated, transmitted or displayed via the Services by Client or End Users.
- G) "Emergency Security Issue" means either: (a) Client's use of the Services in violation of the Acceptable Use Policy, which could disrupt: (i) the Services; (ii) other Client's use of the Services; or (iii) the PredPol network or servers used to provide the Services; or (b) unauthorized third party access to the Services.
- H) "End Users" means the individuals Client permits to use the Services.



- I) "End User Account" means a PredPol-hosted account established by Client through the Services for an End User.
- J) "Fees" means the amounts invoiced to Client by PredPol for the Services as described in an applicable Statement of Work.
- K) "Initial Services Term" means the term for the applicable Services beginning on the Service Commencement Date and continuing until the renewal date (as set forth in the Statement of Work) or 12 months, whichever is later.
- L) "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.
- M) "Subscription Terms" means the order document reflecting the financial terms of the subscription, including: (i) the Services being ordered; (ii) Fees; and (iii) Initial Services Term.
- N) "Service Commencement Date" is the date upon which PredPol makes the Services available to Client. This date will follow receipt of the year one payment and Client taking the necessary steps to enable PredPol to setup the Services.
- O) "Services" means the applicable PredPol product or service, as described in the attached Product Data Sheet or applicable Statement of Work.
- P) "Services Term" means the applicable Initial Services Term and all renewal terms for the applicable Services as set out in the Statement of Work.
- Q) "Statement of Work" means one or more fully-executed statements containing the terms and conditions for the provision of Services to or for the benefit of a specific Client.
- R) "Suspend" means the immediate disabling of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

"Term" means the term of the Agreement, which will begin on the Effective Date and continue until the earlier of (i) the end of the last Services Term or (ii) the Agreement (or Statement of Work) is terminated as set forth herein.

2. Product and Payment.

Product. In consideration of the pricing and other obligations described herein, Client shall receive PredPol Services that are focused on crime predictions by shift, day and location, including, but not necessarily related to, property damage, assault, and robbery.

Client shall receive PredPol Services for the Services Term set forth in applicable Statement of Work, executed by the parties and attached hereto. The annual subscription fees

that Client agrees to pay for PredPol Services, as well as any one-time installation fees, are as described in the applicable Statement of Work.

- A) **Payment** The first payment is due thirty days after this agreement is executed. The Client will be invoiced annually after the first payment. Fees for orders where PredPol issues an invoice are due upon Client's receipt of the invoice and are considered delinquent thirty days after the date of the applicable invoice. Payments shall be made in U.S. Dollars by either wire transfer or check.
- B) **Commencement of Service.** The Service Commencement Date is the date upon which PredPol makes the Services available to Client. This date will follow receipt of the year one payment and Client taking the necessary steps to enable PredPol to setup the Services.
- C) **Invoices.** Each year PredPol shall furnish to Client an original invoice for all work to be performed in a coming contract year. The first invoice shall be issuable upon full execution of this Agreement. Client will make all required payments to PredPol within thirty (30) days of receipt of PredPol's invoice.
- D) **Revising Rates.** Rates may not be changed during the Initial Services Term of this Agreement without consent of both Parties. Following the end of the Initial Services Term, PredPol may revise its rates by providing Client written notice (which may be by email) at least thirty days prior to the effective date of the revision. If the Client does not agree to the revised rates this Agreement shall terminate without further notice.
- E) **Delinquent Payments.** Delinquent payments shall bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law if less) from the payment due date until paid in full. Client will be responsible for all reasonable expenses (including attorneys' fees) incurred by PredPol in collecting such delinquent amounts except where such delinquent amounts are due to PredPol's billing inaccuracies.

3. Term

- A) **Services Term.** This Agreement will remain in effect for the Services Term laid out in the applicable Statement of Work.

4. Services.

- A) **License to Use.** Client shall be licensed and authorized to use the Services as provided as a SaaS. The license is non-transferable, non-assignable and non-exclusive.
- B) **Facilities and Data Transfer.** Facilities used to store and process Client data will adhere to security standards no less protective than the standards used for PredPol's own information and shall be compliant with applicable laws.

C) Modifications to the Services. PredPol may make commercially reasonable changes to the Services. If PredPol materially changes the Services, PredPol will inform Client.

D) Retention. PredPol will have no obligation to retain archived Client data.

5. Additional Client Obligations.

Client agrees to provide the information and take the steps requested by PredPol to facilitate setup and implementation of the Services.

A) License to Use Client Data. Client understands and agrees that Client is solely responsible for ensuring it has all rights in or to the Crime Data as necessary to upload the Crime Data to the System as provided for without violation of any laws, regulations or guidelines, or any privacy or property rights of any third parties. In connection with such Data, Client hereby represents and warrants that:

- (i) Client owns, or otherwise has the necessary licenses, rights, consents, and permissions under all intellectual property and/or proprietary rights in Crime Data to enable inclusion and use of the Crime Data by PredPol and its agents in the manner permitted by this Agreement.
- (ii) PredPol's receipt and/or storage of such Data on the System pursuant to this Agreement, do not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (c) violate any applicable law, regulation or guideline.
- (iii) Client retains ownership at all times of the Application Data, provided that Client hereby grants to PredPol and its agents the right to use, store, reproduce, and otherwise possess and utilize the Application Data in connection with and as reasonably necessary for PredPol to provide the Services to Client hereunder, and to disclose Crime Data to its officers, employees, agents, consultants, contractors and representatives for the purposes of performing Services for the Client.

B) Additional Obligations. The Client also agrees to: a) Support testing of new features/tools; b) Contribute to requested case studies; c) Provide testimonials and referrals and facilitate introductions to other agencies; d) Host visitors and respond to inquiries from other agencies regarding Client's use of PredPol; and e) Provide user feedback.

- a. Client shall (i) obtain access to the Internet at Client's expense from a provider selected by Client so that Client can communicate with the System, (ii) select, obtain and maintain all equipment necessary to permit Client to communicate with the Web based interfaces of the Software. PredPol will have no obligations



with respect to any hardware, software, or services chosen and/or used by Client to access the Client Installation. PredPol will not have any liability if Client is unable to access or utilize the Client Installation due to a fault or failure in any such hardware, software and/or services.

- C) Compliance.** Client will use the Services in accordance with this Agreement, the applicable Statement of Work and all applicable laws.
- D) Login IDs and Passwords:** Client is solely responsible for monitoring and protecting the confidentiality of all Login IDs and Passwords issued to it and its End Users.
- E) Client Administration of the Services.** Client may specify one or more Administrators with the rights to administer the End User Accounts. Client is responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating individuals authorized to access the Admin Account(s); and (c) ensuring activities that occur in connection with the Admin Account(s) comply with this Agreement. Client agrees that PredPol's responsibilities do not extend to Client's internal management or administration of the Services.
- F) Unauthorized Use.** Client will use commercially reasonable efforts to prevent unauthorized use of the Services and to terminate any unauthorized use. Client will promptly notify PredPol of any unauthorized use of or access to the Services of which it becomes aware.
- G) Restrictions on Use.** Unless PredPol specifically agrees in writing, Client will not, and will use commercially reasonable efforts to make sure a third party does not: (i) intentionally store or send software viruses, worms, Trojan horses or other harmful computer code, files, scripts or programs; (ii) modify any software programs on the System; (iii) use any programs on the System other than the Application as installed and maintained by PredPol; (iv) access the System in any manner other than via the Software's Web based administrative, user and mobile interfaces; (v) remove, circumvent, disable, damage or otherwise interfere with any security-related features of the System, or features that enforce limitations on the use of the System; (vi) attempt to gain unauthorized access to the System, or any part of it, other accounts, computer systems or networks connected to the System through hacking, password mining or any other means; (vii) assign, sell, resell, rent, lease, distribute, delegate or otherwise transfer any rights or obligations under or in connection with this Agreement or the System; (viii) use the System, or sell access to the System, on a time-sharing, service bureau, application service provider, or similar basis; (ix) reverse engineer, decompile, reverse compile, disassemble, or reverse assemble, any aspect or element of the System, or attempt to do so, except if and to the extent permitted by relevant law applicable to Client; (xi) take any action the intent or likely result of which would be to reveal or reconstruct all or any portion of the design of the System; (xii) use the System in a manner that violates any applicable law; (xv) use the facilities or capabilities of the System to conduct any business or activity or solicit the performance of any activity



which is prohibited by law; or (xvi) upload into the System, or cause or permit the System to store, copy, process, communicate, distribute or publish, any data, information or materials (including without limitation, the Application Data) to the extent that so doing actually, or allegedly, (a) creates any liability for, or imposes any obligations upon, PredPol (b) violates any legal requirement, violates any rights of any person or entity or violates any duty to any person or entity, (c) damages any person or entity, (d) would be abusive, profane or sexually offensive to an average person as judged by PredPol, (e) infringes, misappropriates or violates any intellectual property right or any personal right of any person or entity anywhere at any time, including, but not limited to, rights arising out of, or related to, copyright, patent, trade secret, trademark, service mark, privacy and publicity or (f) gives rise to any claims by any person or entity anywhere at any time for slander, liable, false light, invasion of privacy, unfair competition or misappropriation.

- H) Third Party Requests.** Client is responsible for responding to Third Party Requests. PredPol will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Client of its receipt of a Third Party Request; (b) comply with Client's reasonable requests regarding Client's efforts to respond to a Third Party Request; and (c) provide Client with the information or tools required for Client to respond to the Third Party Request. Client will first seek to obtain the information required to respond to the Third Party Request on its own and will contact PredPol only if it cannot reasonably obtain such information.

6. Technical Support Services.

- A) By Client.** Client will, at its own expense, respond to questions and complaints from End Users or third parties. Client will use commercially reasonable efforts to resolve support issues before escalating them to PredPol.
- a. Should Client need to escalate the issue to PredPol, contact will be made in accordance with Notices, section 15(b).

- B) By PredPol.** PredPol will provide the support necessary to resolve Client's issue, to the extent reasonably practicable in PredPol's discretion and in accordance with PredPol's standard Support & Maintenance Program, a copy of which is attached.

7. Suspension Of End User Accounts by PredPol.

If PredPol becomes aware of an End User's violation of the Agreement, PredPol may request that Client suspend the applicable End User Account. If Client fails to comply with PredPol's request, PredPol may suspend the End User Account. The suspension will continue until the applicable End User has cured the breach.

- A) Emergency Security Issues.** If there is an emergency security issue (determined solely in PredPol's reasonable business judgment), PredPol may automatically suspend the offending use. Suspension will be to the extent and duration required to prevent or



terminate the emergency security issue. If PredPol suspends an End User Account without prior notice to Client, at Client's request, PredPol will provide Client the reason for the suspension.

8. Confidential Information.

- A) Asset of PredPol.** Client acknowledges and agrees that the System constitutes a valuable, proprietary and confidential asset of PredPol and its licensors, successors and assigns
- B) Obligations.** Each party will: (a) protect the other party's confidential information with the same standard of care it uses to protect its own; and (b) not disclose confidential information except to affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential unless required by Texas Public Information Act or other applicable law. Confidential information may only be used to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for the actions of its affiliates' employees.
- C) Required Disclosure.** Each party may disclose the other party's confidential information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

9. Intellectual Property Rights; Brand Features.

- A) Intellectual Property Rights.** Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content, brand features or intellectual property. Client grants to PredPol a non-exclusive license to use Client's Data for PredPol's legitimate business purposes, including providing products and services to law enforcement agencies.

10. Disclaimers.

- A) Disclaimers.** TO THE EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN; (i). PREDPOL MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES; AND (ii) THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY OF DATA, SYSTEM INTEGRATION, COURSE OF PERFORMANCE AND FITNESS FOR A PARTICULAR PURPOSE. PREDPOL AND ITS SUPPLIERS DO NOT GUARANTEE OR WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. CLIENT ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF



PLACING OR RECEIVING ANY CALLS INCLUDING EMERGENCY SERVICES CALLS OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

- B) Warranty.** PredPol warrants and represents that its predictive tool integrates with - Client's RMS/CAD systems to provide real-time predictions to Client's police department. PredPol warrants all work performed or services rendered under the Agreement to be of good quality and free from any defective or faulty material and workmanship.

11. Termination.

- A) Termination for Breach.** Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or is subject to insolvency proceedings that are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.
- B) Effects of Termination.** If this Agreement terminates, upon request each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party.

12. Indemnification.

- A) By PredPol.** PredPol will defend and hold harmless Client against any third party claim that the Services infringe or misappropriate the intellectual property of a third party ("Infringement Claim"), and indemnify Client from all resulting costs and damages actually awarded against Client to the third party making such Infringement Claim by a court of competent jurisdiction or agreed to in settlement PredPol will have no obligations or liability under this Section arising from: (i) use of any Services or PredPol Brand Features in a modified form or in combination with materials not furnished by PredPol, and (ii) any content, information or data provided by Client, End Users or other third parties.
- B) General.** The party seeking indemnification will promptly notify the other party of the claim and cooperate in defending the claim. The indemnifying party will have full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; (c) the other party reasonably cooperates with requests for assistance; and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

13. Possible Infringement.



- A) **Repair, Replace, or Modify.** If PredPol reasonably believes the Services infringe a third party's Intellectual Property Rights, then PredPol will: (a) obtain the right for Client, at PredPol's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringe.
- B) **Suspension or Termination.** If PredPol does not believe the foregoing options are commercially reasonable, then PredPol may suspend or terminate Client's use of the impacted Services. If PredPol terminates the impacted Services, then PredPol will provide a pro-rata refund of the unearned Fees.

14. Limitation of Liability.

- A) **Limitation on Indirect Liability.** NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.
- B) **Limitation on Amount of Liability.** EXCEPT AS PROVIDED HEREIN, PREDPOL SHALL NOT BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CLIENT TO PREDPOL HEREUNDER DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.
- C) **Exceptions to Limitations.** These limitations of liability apply to the fullest extent permitted by applicable law but do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

15. Miscellaneous.

- A) **Privacy Rights:** Without limiting any of the foregoing, Client hereby agrees to strictly comply with all laws, regulations and guidelines relating to the privacy rights of any individuals applicable to its use of the System, including, without limitation, personally identifiable information.
- B) **Notices.** (a) All notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

i. **Point of Contact, PredPol:** _____ *Cherise Webster*

ii. **Point of Contact, Client:** _____ *Sam L. Johnson*



- C) **Change of Control.** Upon a change of control (a) the party experiencing the change of control will provide written notice to the other party within thirty days after the change of control; and (b) the other party may terminate this Agreement any time between the change of control and thirty days after it receives the notice.
- D) **Force Majeure.** Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war, riot, labor condition, governmental action, and Internet disturbance) beyond the party's reasonable control; provided, that obligations that are purely financial in nature shall not be subject to this provision
- E) **No Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver.
- F) **Severability.** If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.
- G) **No Agency.** The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.
- H) **Equitable Relief.** Nothing in this Agreement will limit either party's ability to seek equitable relief.
- I) **Governing Law.** The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; AND EXCLUSIVE VENUE FOR ANY ACTION CONCERNING THIS AGREEMENT SHALL BE IN THE STATE DISTRICT COURT OF DALLAS COUNTY, TEXAS. The Parties agree to submit to the personal and subject matter jurisdiction of said court.
- J) **Amendments.** Any amendment must be in writing and expressly state that it is amending this Agreement.
- K) **Survival.** The following sections will survive expiration or termination of this Agreement: Section 3, 6, 7.1, 10, 11.2, 12, 13, 14 and 15.
- L) **Entire Agreement.** This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.
- M) **Interpretation of Conflicting Terms.** If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Subscription Terms set forth in any separate quote prepared by PredPol, then the Agreement, and the terms located at any URL. If Client signs a physical agreement with



PredPol to receive the Services, the physical agreement will override any online Agreement.

- N) **Insurance.** PredPol shall, during the term hereof, maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance covering bodily injury, death and property damage including the property of the City, its officers, contractors, agents and employees (collectively referred to as the "City") insuring against all claims, demands or actions relating to the work and services provided pursuant to this Agreement with minimum limits on a per project basis of not less than One Million Dollars (\$1,000,000) combined single limit and Two Million Dollars (\$2,000,000) aggregate; (ii) policy of automobile liability insurance covering all operations of the PredPol pursuant to this Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability; and (iii) statutory Worker's Compensation Insurance at the statutory limits.
- a. All insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, a specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy.
- b. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.
- c. A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted prior to commencement of services. On every date of renewal of the required insurance policies, the PredPol shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the PredPol shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to PredPol by the City.



O) Counterparts. The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

EXECUTED as a sealed instrument as of the day and year first set forth below by the last counter-signatory.

Representations and Warranties. Each party represents that it has full power and authority to enter into the Agreement. If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the party that you represent, to this Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use of the Services.

DATED: _____, 20____ PredPol, Inc.:

By: Larry Samuels, CEO

DATED: September 29, 2014 City of Farmers Branch:

By: Larry D. Samuels,
City of Farmers Branch



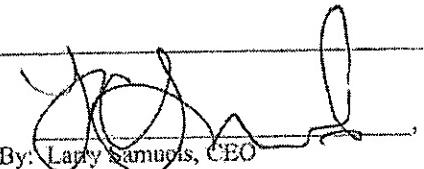
PREDPOL

O) Counterparts. The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

EXECUTED as a sealed instrument as of the day and year first set forth below by the last counter-signatory.

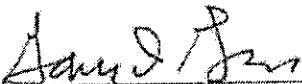
Representations and Warranties. Each party represents that it has full power and authority to enter into the Agreement. If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the party that you represent, to this Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use of the Services.

DATED: September 30, 2014 PredPol, Inc.:



By: Larry Samuels, CEO

DATED: September 29, 2014 City of Farmers Branch:



By: Tony D. Pena
City of Farmers Branch